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Collective Bargaining Agreements

5-14-1978

Great Atlantic and Pacific Tea Co., Inc., Richmond Division & Safeway Stores, Inc. and Retail Clerks International Association, AFL-CIO, Locals 233, 278 and 157 (1978)

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**Great Atlantic and Pacific Tea Co., Inc., Richmond Division & Safeway Stores, Inc.
and Retail Clerks International Association, AFL-CIO, Locals 233, 278 and 157
(1978)**

Location

VA

Effective Date

5-14-1978

Expiration Date

5-16-1981

Number of Workers

2700

Employer

Great Atlantic and Pacific Tea Co., Inc., Richmond Division; Safeway Stores, Inc.

Union

Retail Clerks International Association

Union Local

233, 278, 157

NAICS

44

Sector

P

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CONTRACT

ROANOKE AREA
A & P FOOD STORES
SAFEWAY STORES INC.

RETAIL CLERKS INTERNATIONAL UNION
LOCAL 278
AFL-CIO



x 5/81

**RETAIL STORE EMPLOYEES UNION
LOCAL 233**

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Norfolk, Virginia 23509
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**RETAIL CLERKS UNION RETAIL CLERKS UNION
LOCAL 278 LOCAL 157**

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Roanoke, Virginia 24017 Richmond, Virginia 23235
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Chartered by the Retail Clerks International Union
AFL-CIO

All Retail Clerks Union Members:

The following pages of this booklet contain the text of the 1978-81 Union Contract between your Employer and your Union. The wage schedule in this contract was negotiated for the period up to May 16, 1978. On this date your contract will be reopened for the purpose of negotiating wage increases and benefits for the future.

We suggest that you familiarize yourself with the entire agreement and particularly the provisions that pertain to your wages, overtime and premiums, extra benefits and rules governing your working conditions.

In the event that you have a problem or grievance as a result of a violation or misunderstanding over any part of this contract, it is important that you contact your Union immediately, either through your Store Steward, or Business Representative or use the Action Please form on the back inside cover...self-addressed and postage pre-paid for your convenience.

INDEX

	Page
Article 1. MANAGEMENT AUTHORITY	1,2
Article 2. RECOGNITION	2,3
Article 3. UNION SECURITY	3,4
Article 4. HOURS, OVERTIME AND WORKING CONDITIONS	4,5,6, 7,8,9
Article 5. WAGES AND JOB CLASSIFICATIONS	10,11,12, 13,14
Article 6. SENIORITY	14,15,16
Article 7. VACATIONS	17,18,19
Article 8. HOLIDAYS	20,21,22,23
Article 9. MATERNITY LEAVE AND OTHER LEAVES	23,24, 25,26
Article 10. HEALTH AND WELFARE	26,27,28,29
Article 11. EMPLOYEES' THRIFT PLAN	29
Article 12. INSPECTION OF PAYROLL RECORDS	29,30
Article 13. DISCHARGE	30
Article 14. GRIEVANCE AND ARBITRATION	30,31,32

Article 15.	NO STRIKES OR LOCKOUTS	32
Article 16.	STORE STEWARD	32,33
Article 17.	CHECK OFF UNION INITIATION & UNION DUES	33
Article 18.	NON-DISCRIMINATION	33
Article 19.	INVALIDATION	34
Article 20.	DURATION OF AGREEMENT	34,35
	COST OF LIVING ALLOWANCE	36,37
	SCHEDULE "B"	38
	WAGE SCHEDULE "A"	39,40,41, 42,43,44

AGREEMENT

This Agreement made and entered into this 14th day of May, 1978, between The Great Atlantic and Pacific Tea Co., Inc., Richmond Division, and Safeway Stores, Inc. of Maryland, hereinafter referred to as "Employer" and the Retail Clerks Union Local Nos. 157, 233 and 278 chartered by Retail Clerks International Union, affiliated with AFL-CIO, hereinafter referred to as "Union", wherein all parties agree in good faith to abide by the provisions set forth.

Article I.

MANAGEMENT AUTHORITY

1. The management of the business and the direction of the employees, including the right to plan, direct, and control store operations; hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons; the right to introduce new or improved methods or facilities; and the right to establish and maintain reasonable rules and regulations covering the operations of the stores, a violation of which shall be among causes for discharge, are vested in the Employer, provided that the right shall be exercised with regard for the rights of the employees and that it will not be used for the purpose of discriminating against any employee.

2. In the event the Employer introduces major technical changes affecting bargaining unit work, advanced notice of such changes will be given to the Union. If requested to do so the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

3. Should the Employer intend to substitute scanning checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said system.

4. Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement provided the layoff is for reasons other than the installation of such a system.

Article II

RECOGNITION

1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the Employees employed by the Employer in its stores located in the areas stated in Schedule "B", excluding employees working exclusively in the Meat Department, Deli, Seafood Department, guards, and supervisors as defined in the L.M.R.A. of 1947 as amended. The Employer further agrees not to enter into any agreement with any employee individually or collectively or other organizations which in any way violates the terms and provisions of this Agreement. It is further agreed that the in-store bakery production employees will be excluded from the unit.

2. The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Schedule "B", this Agreement shall apply to such new store or stores. In the event the Employer engages in department or discount type

stores, then the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for employees working in such stores.

3. All work and services connected with or incidental to the handling or selling of merchandise, except potato chips, beverages, cookies, bakery products, rack jobbers, offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode bargaining unit employment during the life of this Agreement.

Article III

UNION SECURITY

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) days following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement, hired on or after its effective date, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in

good standing in the Union. For the purpose of this section, the execution date of this Agreement shall be considered as the effective date.

2. The application of Paragraph 1 above is dererred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3. The Employer will notify the Union, in writing, within thirty (30) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name, home address, store, social security number and job classification. Upon termination of an employee for any reason, the Employer will notify the Union within thirty (30) days, in writing, of such termination.

4. If and when agency shop is legal, the parties agree to meet and discuss same.

5. In the interest of promoting cooperative relations, the store manager shall introduce each new employee in his store to the Union Store Steward within one week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operations. The Store Steward may answer any questions the new employee asks him, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

Article IV

HOURS, OVERTIME AND WORKING CONDITIONS

1. The work week for full-time employees shall consist of forty (40) hours exclusive of lunch and/or supper

F9 50 F11 400
4

periods, to be worked in five (5) days not to exceed eight (8) hours, Monday through Saturday.

2-b. The definition of a part-time employee is one who worked thirty-five (35) hours or less per week.

2-a. However, this provision shall not restrict part-time employees from exercising their right under Article VI, Paragraph 7.

3-a. In any week in which a part-time employee works in excess of the hours specified in Paragraph 2-a he shall be paid his hourly part-time rate for all hours up to forty (40) hours per week for the first three (3) consecutive weeks of work, and for the fourth (4th) consecutive week he shall be entitled to an established full-time rate based on prior service credit, and he shall be entitled to working conditions of a full-time employee.

3-b. Part-time employees shall be paid overtime at the rate of time and one-half for work in excess of the daily or weekly hours designated for full-time employees in Article IV, Paragraph 1 of this Agreement.

4. The Employer reserves the right to schedule meal periods of not less than thirty (30) minutes nor more than one (1) hour, not before three (3) hours of work nor later than five (5) hours of work. Any employee instructed to work and who works his meal period shall receive pay for that period at time and one-half the regular rate of pay. The Employer shall provide a designated lunch and break area with table and chairs if there is adequate space available.

5. During weeks in which holidays are observed, the basic work week shall consist of thirty-two (32) hours.

6. The Employer may establish as many shifts as necessary, and the starting time of such shifts shall be optional with the Employer. It is agreed, however, that there will be no split shifts.

7. Overtime shall be worked at the designation of the Employer, where necessary, however, it is agreed that overtime shall be paid for all hours worked in excess of the specified hours for the work day or work week as provided for in this Article, but in no case will overtime be paid on overtime.

8. Any full-time employee, except a member of the night crew as hereinafter provided in Article V, Paragraph 4-b, who work later than 7:00 p.m. more than two (2) nights in any week, shall be paid time and one-half ($1\frac{1}{2}$) for the hours after 7:00 p.m. on the third (3rd) or subsequent nights, even though they may be a part of the regular shift. Assistant Managers who work later than 7:00 p.m. more than three (3) nights in any week shall be paid time and one-half ($1\frac{1}{2}$) for the hours after 7:00 p.m. on the fourth (4th) or subsequent nights.

9. Part-time employees who report for work pursuant to instructions and are not given work shall be paid for four (4) hours. This guarantee shall not apply in case of a claim by a senior employee under the provisions of Article VI, Paragraph 7. Eligible part-time employees shall be scheduled a minimum of twelve (12) hours work per week provided that they are available to work said hours on a regular and continuing basis. The twelve hour minimum does not apply to probationary employees, courtesy clerks, students, or employees working other jobs.

10. Full-time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

11-a. The Employer agrees to post a work schedule in ink by 6:00 p.m. Friday for the following week with the

employees' names listed by seniority within classification. It shall specify starting and quitting time and regular days off. The schedule shall contain employee's full name and shall have the scheduled hours of the employees totaled at end of column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective. The schedule for all full-time employees specifying the starting and finishing times and regular days off shall not be altered after it is posted except with approval of the employee. Each full-time employee shall regularly receive the same day off each week. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed. The schedule for a part-time employee may be changed by notification to the employee prior to store closing the previous day.

A part-time schedule shall be complete and reflect the anticipated basic need of the store's requirement for that week.

11-b. Work to be performed on Sundays or holidays shall be rotated among volunteers with due consideration being given to job classifications and fitness for the work required. In the event sufficient volunteers are not available for Sunday or holiday work, assignments of Sunday or holiday work shall be mandatory upon employees in the inverse order of seniority.

11-c. When a full-time employee leaves the store and/or company and is replaced, the senior part-time employee will be promoted to fill that full-time position. (A & P stores only)

12. The Employer agrees to grant all employees a fifteen (15) minute rest period for each four (4) hours, or major fraction thereof, of work not to exceed two (2) in any one day.

621
30

E27
1
13-a. The Employer agrees that in the event of temporary transfers to reimburse the employee for increased transportation costs on the basis of fifteen (15) cents per mile minimum, effective 5/15/78. If overnight stay is required, arrangements will be made, in advance, between the Employer and the employee.

E30
2
13-b. If an employee is required to work in more than one (1) store the same day, the expense for necessary transportation shall be borne by the Employer and the time required for such travel between stores shall be considered as time worked and paid for as such.

14. If a physical examination or health permit is required, the expense of the examination or health permit shall be borne by the Employer. In the event the facility is available only during the employee's scheduled hours, the time spent not in excess of two (2) hours shall be paid by the Employer at the straight time rate of pay. The foregoing sentence applies only to employees who have been employed by the company thirty (30) days or more.

E33
3
15. All linen, including caps, store coats or aprons required to be worn by the employee, and appropriate rainwear, shall be furnished and laundered by the Employer. The application of this clause shall not apply where the Employer provides uniforms that cannot be laundered commercially.

E42
2
16. Notices concerning Union business will be posted in a designated location in the stores after approval by the Employer.

17. The Union agrees to furnish the Employer one (1) store card and/or decal for each store. Such card or decal shall remain the property of and shall be surrendered to the Union upon demand.

18. No employee shall suffer a reduction in hourly wage rates, or vacation time by any provision of this Agreement.

19. Any full-time employee who is laid off due to discontinuance of a job, store closing or reduction in force shall be entitled to five (5) days' notice or five (5) days' pay in lieu thereof.

20. The Employer shall maintain a first-aid kit, fully equipped in each store.

21. The guarantees provided for in this Article are contingent upon there being no emergency condition; such as fire, floods or other acts of God; strikes; or conditions beyond the control of the Employer which prevent or interfere with the normal operation of the business.

22. Time spent at legal proceedings, at the request of the Employer or Employer Counsel, shall be compensated at the straight time rate. Such compensation shall also be paid for time spent at legal proceedings to which the employee is subpoenaed to give testimony for the benefit of the Employer, provided the employee has given the store manager prompt notice of the subpoena. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

23-a. No employee may be held responsible for cash register overages or shortages unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

23-b. No employee shall be held responsible for any checks cashed unless said checks are cashed in violation of the Employer's rules and regulations which have previously been given to the employee in writing.

23-c. When more than one employee works from one cash drawer or office cash drawer, no employee shall be held responsible for cash shortages.

Article V

WAGES AND JOB CLASSIFICATIONS

1. It is understood and agreed that the rates of pay provided for in Schedule "A", attached hereto and made a part hereof, are minimum rates.

2. All previous supermarket experience of any employee within the past three (3) years, proven by verification or ability, shall be recognized for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than thirty (30) days after employment if complete verification of experience has not been obtained. The service record of any employee retained after the probationary period of thirty (30) days shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of original employment.

3-a. A night premium of fifty (50) cents per hour in addition to their regular hourly rates shall be paid to all employees working between the hours of 9:00 p.m. and 6:00 a.m. for the actual hours worked between 9:00 p.m. and 6:00 a.m. except as otherwise provided in Paragraphs b, c and d of this section.

3-b. Any employee working on the night crew more than two (2) nights during the week shall receive the

night premium for all hours worked during the entire week. Any member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

3-c. Any employee starting to work between the hours of 9:00 p.m. and 6:00 a.m. and continuing to work after 6:00 a.m. shall receive the fifty (50) cents per hour night premium for the entire shift. Any full-time night crew employee who desires day work may request same within his store by written request to the Personnel Department. Consideration will be given on a seniority basis and ability to perform the work.

3-d. Employees' shifts may be so scheduled that they may be worked for a period of up to thirty (30) minutes after store closing hours without being eligible for night premium. Safeway stores only ; For the purpose of this Article, store closing will be 10:00 P.M. or earlier.

3-e. Employees on the night crew shall be permitted to start their shift at 9:00 p.m. on Sundays and holidays at the regular hourly rate, plus fifty (50) cents per hour premium pay for the entire shift.

3-f. Employees shall have a minimum of ten (10) hours off between the ending of their schedule and the starting of their next schedule. Any employee who works during the ten (10) hour period shall be paid for such time at the rate of one and one-half (1½) time.

3-g. Employees who want on or off the night crew shall bid as follows:

A request must be in writing to the Employer and will be placed on the list referred to in Article VI, Section 6. As full-time day openings occur, the most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis, providing he can do the job.

4. When more than one employee is employed on the night shift, one (1) employee shall be designated as the employee in charge and shall receive an additional premium of \$3.00 per shift or \$15.00 per week, whichever is greater. The night crew captain in 24-hour stores shall receive an additional ten (\$10.00) dollars per week.

5. The Employer agrees to furnish each employee a copy of pay voucher or time record each week. Duplicate copies of pay vouchers or time records shall be available in the stores for a reasonable length of time. The Union agrees that neither its representatives nor members will engage in Union activities on the Employer's time or premises, provided, however, the representatives of the Union shall have access to the stores for the purpose of conducting routine business and to see that the provisions of this Agreement are being complied with.

6. Assistant Managers and Produce Department Heads may be assigned in stores where designated by the Employer.

7. When a department head is absent for five (5) calendar days or more whether days off, sick, vacation, or relieving another department head, a relief department manager shall be assigned and paid the rate applicable to that position.

The Relief Manager shall receive the salary of the regular Store Manager with a maximum of four hundred and forty dollars (\$440.00) for a six (6) day week when relieving for one full week or more. This rate shall be adjusted if and when the store managers' base salaries are adjusted.

8. No employee shall be given a polygraph "lie detector" test or psychological stress evaluator test unless the Union agrees in writing.

9. Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked, and recorded on the time cards.

10. Porters may be assigned in stores designated by the Employer. The duties of porter shall be general cleaning, bagging, and carryout of customers' packages, parcel pickup and parking lot maintenance. In no instances shall a porter be required to stock, display, or sell any merchandise sold in the store.

11. COURTESY CLERKS.

11-1. The duties of Courtesy Clerks shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping and cleaning the parking lot; returning shopping carts to the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning windows; and sorting and racking of bottles. Courtesy Clerks shall have preference to fill openings for regular part-time clerks based on seniority and qualifications.

11-1-a. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative advising all employees of the duties of Courtesy Clerks and stating that the duties are restricted to the above only.

11-1-b. Upon the first violation of this Section, the Courtesy Clerk in the store involved shall be paid the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Courtesy Clerk duties.

11-1-c. Upon a second violation in the same store, all Courtesy Clerks in the store involved shall be paid double the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerk duties.

11-1-d. Upon a third violating the store involved shall lose the right to hire employees in the Courtesy Clerk classification for the duration of this Agreement.

11-2. All other conditions and benefits established in the present Agreement between the Company and the Union shall apply to the Courtesy Clerk.

Article VI

SENIORITY

1. Seniority shall be calculated by continuous service from the last date of employment (except as otherwise provided for). Seniority list for all full-time employees and a separate list for all part-time employees shall be set up by the Employer and shall be furnished to the Union upon request.

2. In case of store closing or layoffs, the employees shall exercise their seniority first in their city, second in the supervisor's district and third in the local Union's jurisdiction.

3. In bargaining unit promotions, the Employer shall give due regard to seniority. All circumstances being reasonably equal, seniority shall be the controlling factor.

The Employer shall notify the Union of all promotions including name, store, and position. Disputed promotions shall be subject to the grievance procedure.

When a full-time employee is involuntarily reduced to part-time, he shall continue to accrue seniority as though he is still full-time. When a full-time employee voluntarily reduces himself in writing to part-time, his part-time seniority is dated from the original date of hire.

Permanent transfers at the request of the employee or Employer shall be given consideration in accordance with their seniority and their ability to perform the work.

4. In all layoffs the ordinary rules of seniority shall prevail with due consideration being given to the job classification, fitness for the work involved, and the practicability of applying the rules of seniority in the particular case. Employees who are laid off and are subsequently recalled to work by the Employer, shall retain their seniority if they have seniority of six (6) months or more and are recalled within six (6) months from day of layoff; likewise employees absent on account of ill health shall retain their seniority for a period of twelve (12) months from the date of absence or six (6) months from the final sick benefit payment. The disability must be attested by a registered physician.

5. A full-time employee shall have seniority over a part-time employee, to the extent that a full-time employee who is laid off in order of seniority may claim a part-time schedule calling for a reduction of hours, provided due consideration is given to job classification and to fitness to perform the work involved. Part-time employees shall have seniority over other part-time employees under the same conditions.

6. Part-time food clerks and part-time porters who desire to work full-time shall be given preference for such work in accordance with the following procedure.

Employees desiring full-time work shall notify the Employer in writing during the periods July 1st to July 21st and January 1st to January 21st each year.

The first consideration for any full-time vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do work to be considered.

Such letters shall remain valid for eighteen (18) months.

Only requests for permanent full-time work shall be valid and failure to be available thereafter for full-time work for a period of twenty-six (26) weeks after obtaining full-time status, except for reasons beyond the employee's control, shall be barred from future requests for a period of twelve (12) months.

Failure to accept an offer of full-time work in any of the Employer's stores within a seniority area shall result in removal of the employee's request for the balance of that six (6) month period. But shall not bar the employee from future requests.

Part-time employees who are promoted to full-time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employee's full-time seniority date will be adjusted accordingly.

The Union shall be notified of all promotions to full-time as soon as possible.

7. The Employer shall schedule part-time assignments on a seniority basis, within each store, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part-time employment per individual within the definition of part-time employment, and further to create as many full-time positions as possible.

Article VII

VACATIONS

1. Full-time employees with one (1) or more years of continuous service shall be granted vacations as follows:

ANNUAL VACATIONS

PRO RATA VACATION ON TERMINATIONS

630
10
one (1) week uninterrupted
after one (1) year

1/12 week for each
additional month

638
20
Two (2) weeks uninterrupted
after three (3) years

2/12 week for each
additional month

648
30
Three (3) weeks after eight
(8) years. Effective
Jan. 1, 1980 three (3) weeks
after seven (7) years

3/12 week for each
additional month

648
40
Four (4) weeks after fourteen
(14) years. Effective
Jan. 1, 1979 four (4) weeks after
thirteen (13) years

4/12 week for each
additional month

648
50
Five (5) weeks after twenty
(20) years

5/12 week for each
additional month

2. Employees discharged for proved or acknowledged dishonesty shall not be entitled to any vacation pay.

3. An employee who has earned three (3) or more weeks of vacation is entitled to at least two (2) weeks uninterrupted with the remaining period to be taken at a time convenient to both the Employer and employee.

1
Employees who have good and sufficient reason to take their three (3), four (4) or five (5) weeks uninterrupted vacation must request same in writing sixty (60) days prior to the date the vacation is to be taken. Such requests are subject to approval by the Employer.

4. Employees must work thirty-nine (39) weeks during the vacation year to qualify.

5. Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than thirteen (13) weeks during his anniversary year shall receive his full vacation allowance but if absent for reasons other than illness or for illness for more than thirteen (13) weeks or in the case of Workmen's Compensation cases for more than six (6) months, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year. The vacation schedule shall be available on request by an employee.

6. When a holiday designated in Article VIII, Paragraphs 1 and 2 occurs during the full-time employee's vacation, the employee shall be entitled to an extra day's vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

7. Seniority of employees shall be the governing factor in selection of vacation dates, subject to the requirements of business and vacation eligibility dates. Vacations not taken prior to April 15th shall be selected and a schedule posted by April 15th of each year. No vacation date shall be altered except in the case of an emergency beyond the control of the Employer or employee, and then only by mutual agreement between the Employer and the employee.

8. Vacation pay is to be paid to the employee prior to the date the vacation begins.

9. Part-time employees shall be entitled to a vacation on or after each anniversary date of their employment prorated on the basis of the average straight time hours worked during the preceding year according to the vacation formula set forth above and subject to the same conditions as pertain to full-time employees.

10. When a holiday designated in Article VIII, Paragraphs 1 and 2 occurs during a part-time employee's vacation, he shall be paid as provided in Article VIII, Paragraph 5.

11. Part-time employees who change to full-time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part-time employee and the vacation anniversary date adjusted accordingly.

12. Full-time employees changing to part-time will continue their original vacation anniversary date and will receive part-time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility for vacation.

13. Holiday weeks will not be blocked out as not available as vacation weeks.

260
1

Article VIII

HOLIDAYS

1-a. The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day
Decoration Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of time and one-half the employee's regular straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

1-b. In addition to the above, until January 1, 1979 employees shall be entitled to both anniversary and personal holidays as negotiated and set forth in the language in Article VIII of the Agreement immediately preceding this one.

628
120
2-a. Effective January 1, 1979 employees on the payroll as of January 1, 1979 shall receive five (5) personal days off with pay. Effective January 1, 1980, said employees shall receive six (6) personal days off with pay.

Employees hired after January 1, 1979 shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days. Effective January 1, 1980, said employees shall receive one (1) personal day off with pay for each eight (8) weeks of service up to a maximum of six (6) days per calendar year.

2-b. Employees shall be entitled to such days at a time of their choice subject to preference by store seniority in the event of conflict of employee choice.

2-c. Employees shall notify the Store Manager at least two (2) weeks in advance of his/her intention to take a personal day off and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.

2-d. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when said employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.

2-e. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.

2-f. Such holidays shall be paid on the basis of five (5) hours pay for part-time and eight (8) hours pay for full-time.

3. Work schedules shall not be changed for the purpose of avoiding holiday pay.

4. Full-time employees shall be granted holiday pay based on an eight (8) hour day.

5. To receive the aforementioned holiday pay, an employee shall be at work on the working day preceding and following such holiday, except for those on vacation or absence approved by manager. Holiday pay shall be given an employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of illness to the employee, or the employee's wife, husband, or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an

employee who does not work his scheduled day before or his scheduled day following the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

6. All part-time employees upon the completion of sixty (60) days but less than one year of continuous service with the Employer shall be paid five (5) hours holiday pay at the straight time hourly rate provided one of the holidays listed in Paragraph /above falls on a day he or she would normally be scheduled to work provided such employee works his or her scheduled work day before and his or her work day after such holiday, Sundays excepted. Work schedules shall not be changed for the purpose of avoiding holiday pay. To be eligible for the holiday pay the employee must work at least one day during the holiday week. Where an employee is scheduled to work only one day in a week, and the holiday falls on that day, the one day requirement shall be waived.

7. Part-time employees with one or more years of continuous service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay for five (5) hours provided the employee works his last scheduled work day before and scheduled work day after the holiday. To be eligible for the holiday pay the employee must work at least one day during the holiday week. Where an employee is scheduled to work only one day in a week, the one day requirement shall be waived.

8. Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours

worked on Sundays or holidays shall be in addition to the normally scheduled work week.

Article IX

MATERNITY LEAVE

613

1. Any employee who is pregnant shall be granted a leave of absence without pay upon a written request stating that the employee intends to return to work upon the termination of the pregnancy. In support of such request the employee shall submit a statement from a physician:

1. Certifying that the employee is pregnant,
2. Fixing the approximate date of birth, and
3. Fixing a date beyond which the employee cannot work because of inability to perform the job properly or that the employee's health or safety may be endangered by continued work.

The leave shall begin on the date fixed by the physician and shall in the first instance be for up to one year. However, in the event the employee is unable to return to work at the expiration of the leave period, the employee shall be entitled to an additional leave of six (6) months upon the submission of satisfactory medical evidence that the employee will be able to perform the regular duties of the job within the said additional period. Before returning to work, the employee shall furnish the Employer with a physician's certificate stating that the employee is physically able to resume the full normal duties of the job. Additionally, the employee shall give two (2) weeks' written notice to the Employer of the day on which the employee intends to return to work. If the employee is not assigned by the

expiration of the two weeks' notice, the employee must receive pay in lieu of work thereafter.

FUNERAL LEAVE

2. In the case of a death in the immediate family (namely, the death of a parent, grandparent, spouse, child, stepchild, brother, sister, or parent-in-law) of any employee, requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for the portion of time normally scheduled for work. G14
83

UNION ACTIVITY LEAVE

G10
3-a. The Employer agrees that any member of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be given reemployment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

3-b. The maximum period of absence permitted will be one (1) year.

JURY DUTY LEAVE

G20
4. Employees actually summoned and serving on juries will be granted time off when needed for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received

while on jury duty, except such jury duty pay which they receive while serving on their regularly scheduled day off. During the time they are serving on said juries, their schedules shall be arranged to provide a shift ending nine (9) hours after the time the employees are required to report for such service. An employee who is dismissed from such service sufficiently early to enable him to work two (2) hours or more of his scheduled shift shall report to his store to complete his shift. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year.

VOTING TIME LEAVE

5. During General Elections, employees shall be granted time off to vote, with pay, but not more than two (2) hours, provided the employee is registered to vote and the time off is necessary.

MILITARY SERVICE LEAVE

612
/1
6-a. The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. Employees while in military service shall accrue all seniority rights including progression increases and all other increases as well as all other benefits during the term of his absence.

6-b. Employees, full or part-time, who served in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

OTHER LEAVES

7. Approved leave of absence for reasons other than those above shall not interrupt an employee's service record.

Article X

HEALTH AND WELFARE

1. The Employer will contribute the sum of thirty-seven (37) cents per hour for each straight time hour worked, including vacations and holidays, by each employee up to a maximum of forty (40) straight time hours per week to the "Central Virginia Clerks Welfare Fund," hereinafter called the "Fund". Effective January 1, 1979 the contribution shall be forty-six (46) cents per hour. Effective January 1, 1980 the contribution shall be fifty-one (51) cents per hour. Effective January 1, 1981 the contribution shall be fifty-seven (57) cents per hour. The said hourly contributions shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the "Fund".

2. Hours paid shall include paid hours of vacations, holidays, and other hours of leave paid for by the Employer. Such contribution shall commence the first of the month following eight (8) weeks of continuous employment. Such contributions shall be made to Central Virginia Retail Clerks and Subscribing Employers Health and Welfare Fund or any successor created by merger or consolidation, and shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of the contributions, the Employer will report to the Union

and the Trust Fund, all hours paid all employees for which contributions were required during the preceding month. In accordance with the foregoing method of determining contributions payable, such report will be made in a manner prescribed by Trustees.

3. The contributions provided for in this section shall be for the purpose of providing such benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement and Declaration of Trust known as the Central Virginia Retail Clerks and Subscribing Employers' Health and Welfare Fund. This shall constitute the Employer's acceptance of the Agreement and Declaration of Trust and any amendments thereof.

PENSION PLAN

1. The Employer agrees to contribute to a jointly administered Trust Fund to be known as the RETAIL CLERKS UNIONS AND EMPLOYERS PENSION PLAN the sum of twenty (20) cents per hour for all hours paid up to forty (40) hours a week, for all employees in the bargaining unit herein described and for probationary employees. Hours paid shall include paid hours of vacation, holidays and other hours of leave paid for by the Employer. Effective January 1, 1979 the contribution shall be twenty-two (22) cents per hour. Effective January 1, 1980 the contribution shall be twenty-five (25) cents per hour. Effective January 1, 1981 the contribution shall be thirty (30) cents per hour. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding month.

2. Upon payment of the monthly contributions, the Employer shall report to the Union and the Trust Fund, all hours paid all employees for which contributions were required during the preceding month. In

accordance with the foregoing method of determining contributions payable, such report will be made in a manner prescribed by the Trustees. The contributions provided for in this section shall be for the purpose of providing such pension benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement and Declaration of Trust. This shall constitute the Employer's acceptance of the Agreement and Declaration of Trust and any amendments thereof. In the event of the loss of Treasury Department approval and the contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or if for any reason the Fund cannot receive contributions, then all of the contributions which the Employer is required to make to the Fund shall be paid into a separate, interest bearing bank account until such time as the Trust Fund can receive such contributions and interest. The Employer agrees that any Retail Employer who executes or has executed a collective bargaining agreement with this Union or with any other Local Union chartered by the Retail Clerks International Union which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement, and is accepted for participation in the Fund by the Trustees in accordance with the provisions of the Trust

Agreement.

3. As of January 1, 1972, the Employer was obligated to make contribution into the Pension Fund, the employees covered by this Agreement upon such date did automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the

bargaining agent for the employees covered under this Agreement agrees on behalf of each of the said employees who were participants in the Employer's Pension Plan that each of the said employees in consideration of the agreement by the Employer to contribute to the RETAIL CLERKS UNIONS AND EMPLOYERS PENSION PLAN enabling said employees to participate therein did withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he had, if any, in the Employer's Pension Plan effective January 1, 1972.

Article XI

EMPLOYEES' THRIFT PLAN [A & P only]

Eligible full-time employees covered by this Agreement may become members of the Employees Thrift Plan in accordance with the terms and conditions of the prospectus attached hereto, and made a part hereof. The Union agrees that if the plan is subsequently altered, modified or discontinued on a National Company basis in accordance with Article IV, as shown in the attached prospectus, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided herein and will not be considered as a violation of this Agreement; however Article XIV (the no-strike clause) will continue to apply.

Article XII

INSPECTION OF PAYROLL RECORDS

In order to facilitate the proper functioning of the Health and Welfare and Pension Plans herein, and to insure that contributions are being made for all covered

employees in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the examination of those records deemed necessary by a certified public accountant, or by any other party to be mutually agreed to, by the parties hereto.

Article XIII

DISCHARGE

- E22
1. The Employer shall have the right to discharge any employee for just cause, such as proved or acknowledged dishonesty, intoxication during working hours, drinking or gambling on the Employer's premises, or direct refusal to obey orders by the Employer which are not a violation of this Agreement, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.
2. In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time.
3. Warning notices shall have no force or effect after nine (9) months from the date thereof.

Article XIV

GRIEVANCE AND ARBITRATION

- E59
1. Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.

2. Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days (calendar) following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party, except in case of discharge or suspension when the time limit shall be ten (10) days (calendar).

3. All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

4. The Union representatives and the Employer Labor Representative shall discuss and attempt to adjust such grievances.

5. If the Union and the Employer Labor Representative cannot reach an adjustment within five (5) days, upon request of either party, the grievance shall be submitted to arbitration.

6. Parties shall select Arbitrator or jointly request list from Federal Mediation and Conciliation Service and selection shall be made by alternate striking methods.

7. The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as he deems essential to a full understanding and determination of the issues involved.

8. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

9. The findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

10. It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

11. The expense of arbitrators shall be borne equally by the parties to the arbitration.

Article XV

NO STRIKES OR LOCKOUTS

1. It is mutually agreed that there shall be no strike or lockout during the existence of this Agreement. The Union agrees that during such time it will not order but will use every effort to prevent cessation of work by any of its members employed by the Employer for any reason.

2. Nothing herein contained shall compel any employee to walk through a legal picket line provided the picket line has the approval of the Local Union and the Retail Clerks International Union.

Article XVI

STORE STEWARD

1. The Union shall have the right to appoint a Store Steward in each store, whose duties shall be to report any irregularities to the Union office. In no instance shall the Store Steward be discriminated against for discharging such duties, provided such duties do not interfere with the regular performance of his work for the Employer.

2. It is understood that the Store Steward shall be the last to be laid off in the store where he is employed, providing he is capable of performing the available work. The Union shall furnish to the Employer a complete list of Store Stewards which shall be amended from time to time as may be necessary. In the event the Store Steward is a part-time employee, then he or she can exercise super seniority in lay-off only over other employees in the part-time classification under the same conditions above for full-time employees.
3. A Store Steward may be transferred only in cases of promotions or with the consent of the Steward or the Union to the transfer.

Article XVII

CHECK OFF UNION INITIATION AND UNION DUES

El
3 The Employer shall weekly check off initiation fees and dues from all members who authorize, in writing, such deductions and shall remit the same to the Secretary-Treasurer of the Union, at least once each month.

Article XVIII

NON-DISCRIMINATION

E23,24
TE19-21

No employee or applicant shall be discriminated against because of race, creed, color, national origin, sex or age. The use of personal pronouns of the male gender is for grammatical purpose only and that all Articles and sections apply equally to persons of either gender.

Article XIX

INVALIDATION

If a final decision of any State or Federal Board or Court of competent jurisdiction should hold in any case that the terms, conditions or provisions in this Agreement or the terms, conditions or provisions in any other Agreement of a like or similar import to those embodied in this Agreement, violate applicable State or Federal laws or regulations, then all the terms, conditions or provisions of this Agreement of like or similar import shall be given a like construction to those affected by such determination and shall become inoperative and of no effect from the date of such determination. In such event, either party may open this Agreement for negotiations only as to substitute provisions for those provisions made inoperative hereby, upon thirty (30) days' written notice to the other party. The remainder of this Agreement which is not affected by such determination shall, however, continue in full force and effect.

538
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Article XX

DURATION OF AGREEMENT

This Agreement shall continue in effect from May 14, 1978 through May 16, 1981 and from year to year thereafter unless either party serves notice, in writing, sixty (60) days prior to the expiration date of the Agreement in any year of a desire either for termination or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on

the proposed changes, and that pending the result of the negotiations, neither party shall change the conditions existing under the Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as legal representatives of both the Employer and the Union.

Date 11-14-78

FOR THE EMPLOYER

THE GREAT ATLANTIC &
PACIFIC TEA COMPANY,
INCORPORATES

FOR THE EMPLOYER:

FOR THE UNION:

SCHEDULE "A"

H15,
1

COST OF LIVING ALLOWANCE

To determine any cost of living adjustment or any cost of living allowance, the following provisions only shall apply during the term of this Agreement.

There shall be two (2) cost of living adjustment:

1. Effective December 16, 1979 and hereafter during the period of this Agreement, the cost of living adjustment, if applicable, shall be made and a second adjustment shall be made December 14, 1980.

2. Such adjustments shall be made based on changes, if any, in the first published Consumer Price Index (New Series - for Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) (hereinafter referred to as the CPI), as of the prior August and January, respectively.

3. If there is no change in the CPI requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional six (6) month period.

4. To determine the allowance, if any, to be made under this paragraph the change in the CPI level between August 1978 and January 1979 shall be used and a one cent (\$.01) change will be made for each four-tenths (.4) increase in the CPI. The same shall be true in computing the adjustment levels between August 1979 and January 1980.

5. If after an allowance has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease, one cent (\$.01) shall be deducted from the allowance for each four-tenths (.4) decrease in the CPI below the level

which the CPI was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the authorized wage rate.

6. In the event that the CPI for August or January has not been issued by the following October 1 or March 1 respectively, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI.

7. The amount of any allowance in effect at the time shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

8. In the event the CPI shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, then the Company and the Union will negotiate and agree upon an appropriate substitute for the CPI.

SCHEDULE "B"

A & P Locals 157, 233, 278

Counties [VA.]

Alleghany	King and Queen
Amelia	King George
Amherst	King William
Appomattox	Lancaster
Bath	Lunenburg
Bedford	Mathews
Bland	Mechlenburg
Botetourt	Middlesex
Brunswick	Montgomery
Buckingham	Nansemond
Campbell	Nelson
Charles City	New Kent
Charlotte	Northhumberland
Chesterfield	Nottoway
Craig	Patrick
Cumberland	Pittsylvania
Dinwiddie	Powhatan
Essex	Prince Edward
Fluvanna	Prince George
Franklin	Pulaski
Giles	Richmond
Gloucester	Roanoke
Goochland	Rockbridge
Greenville	Southhampton
Halifax	Sussex
Hanover	Surray
Henrico	Tazewell
Henry	Westmoreland
Isle of Wight	Wythe
James City	York

Cities [VA.]

Chesapeake
Clifton Forge
Colonial Heights
Covington
Danville
Franklin
Hampton
Hopwell
Lynchburg
Martinsville
Newport News
Norfolk
Petersburg
Portsmouth
Radford
Richmond
Roanoke
South Boston
Suffolk
Virginia Beach
Williamsburg

Cities [W. VA.]

Matoaka
Northfork

THE GREAT ATLANTIC & PACIFIC TEA CO., INC.
R.C.I.A. LOCAL 157, 233, 278

WAGE SCHEDULE "A"

H9
H11
06

39

Classification

Asst. Mgr.-S.M.

Asst. Mgr.-S.D.

P.D.H.-S.M.

P.D.H.-S.D.

H.C.-S.M.

H.C.-S.D.

Full 1st 6 mo.

Time 2nd 6 mo.

Stock 2nd year

Clerks 3rd year

After 30 mo.

Effective
5-14-78

Effective
11-12-78

Effective
5-13-79

Effective
12-16-79

Effective
5-18-80

Effective
12-14-80

8.28

8.21

7.90

7.83

7.44

7.39

5.82

6.41

6.59

6.75

7.19

H13
1

8.83

8.76

8.55

8.48

8.19

8.14

5.82

6.86

7.05

7.25

7.69

C.O.L.A.

9.38

9.31

9.21

9.14

8.69

8.64

5.82

7.31

7.51

7.72

8.19

C.O.L.A.

WAGE SCHEDULE "A"

	Effective 5-14-78	Effective 11-12-78	Effective 5-13-79	Effective 12-16-79	Effective 5-18-80	Effective 12-14-80
F.T. & P.T. Porter						
0 - 6 mo.	4.95		4.95		4.95	
6 - 12 mo.	5.59		6.09		6.59	
Part-Time Food Clerks						
0 - 2080 hrs.	6.05		6.55		7.05	
2080 - 4160 hrs.	6.41		6.91		7.41	
Over 4160 hrs.	6.58		7.08		7.58	
For Part-Time Food Clerks Hired After 5-13-78						
0 - 6 mos.	3.25		3.50		3.75	
After 6 mos.	3.50		4.00		4.25	
After 1 year	6.05		6.55		7.05	
After 2080 hrs.	6.41		6.91		7.41	
After 4160 hrs.	6.58		7.08		7.58	

	Effective 5-14-78	Effective 5-13-79	Effective 5-18-80	
Porters Hired After 5-13-78				
[Full-Time & Part-Time]				
0 - 6 mos.	3.25	3.25	3.25	(No adjustments for C.O.L.A. for this group.)
6 - 12 mos.	3.50	3.50	3.50	
12 - 18 mos.	4.95	4.95	4.95	
After 18 mos.	5.59	6.09	6.59	

41

	Effective 5-14-78	Effective 1-1-79	Effective 1-1-80	Effective 1-1-81
Courtesy Clerks	2.85	3.05	3.20	3.55

Severance Benefits For Full-Time Employees Terminated As A Result Of Store Closings.
In case of store closing, or sale of a store, one week's pay after 1 year service. For each additional full year of employment or service 1 week's pay to a maximum of five (5) week's pay. Plus pro-rata for last partial year.

WAGE SCHEDULE "A"
SAFEWAY STORES INC. RETAIL CLERKS LOCAL 233

42

	Effective 5-14-78	Effective 5-13-79	Effective 12-16-79	Effective 5-18-80	Effective 12-14-80
Classification					
Asst. Manager	8.28	8.83		9.38	
Produce Dept. Mgr.	7.90	8.55		9.20	
Grocery Manager	7.90	8.55		9.20	
Head Teller	7.44	8.19	Cost of	8.69	Cost
Clerks - Full Time			Living		Living
1st 6 months	5.82	5.82	Increase	5.82	Increase
2nd 6 months	6.41	6.86		7.31	
After 1 year	6.59	7.05		7.51	
After 2 years	6.75	7.25		7.72	
After 30 months	7.19	7.69		8.19	

	Effective 5-14-78	Effective 5-13-79	Effective 12-16-79	Effective 5-18-80	Effective 12-14-80
Porters - Full & Part-Time					
0 - 6 months	4.95	4.95		4.95	
6 - 12 months	5.59	6.09		6.59	
Clerks - Part-Time					
0 - 2080 hours	6.05	6.55	Cost	7.05	Cost
2080 - 4160 hours	6.41	6.91	of	7.41	of
Over 4160 hours	6.58	7.08	Living	7.58	Living
			Increase		Increase
Bakery Sales Clerks - F/T					
0 - 6 months	5.29	5.29		5.29	
6 - 12 months	5.41	5.91		6.41	
12 - 24 months	5.55	6.05		6.55	
24 - 30 months	5.62	6.12		6.62	
After 30 months	5.66	6.16		6.66	

	Effective 5-14-78	Effective 5-13-79	Effective 12-16-79	Effective 5-18-80	Effective 12-14-80
Bakery Sales Clerks - P/T					
0 - 2080 hours	5.13	5.63		6.13	
After 2080 hours	5.41	5.91		6.41	
Clerks - Part-Time			Cost of		Cost of
[Hired After 5-13-78]			Living		Living
0 - 6 months	3.25	3.50	Increase	3.75	Increase
After 6 months	3.50	4.00		4.25	
After 1 year	6.05	6.55		7.05	
After 2080 hours	6.41	6.91		7.41	
After 4160 hours	6.58	7.08		7.58	
	Effective 5-14-78	Effective 1-1-79	Effective 1-1-80	Effective 1-1-81	
Courtesy Clerks	2.85	3.05	3.25	3.55	

Courtesy Clerks starting rate of pay shall be maintained at not less than twenty cents (20¢) per hour above Federal minimum wage (notwithstanding any rate shown in the contract).

“Serving People Who Serve People”



**RETAIL CLERKS UNION
LOCAL 278**

**1401 Peters Creek Road N.W.
Roanoke, Virginia 24017
Telephone: (703) 344-2081**

6178-0086177f012-02

ACTION PLEASE!

This form is a constant "stand-by" ...waiting for your need. Its use will bring your union instantly into service for you.

Our objective always is to maintain the very best service for all Retail Clerks Union Members. Thus, when you use this form, you help us, help you.

For action, simply check off the items that suit the situation. Write any additional information on the lines provided below. Remember that we do need your name and address in order to be of service to you.

TYPE OF ACTION

Problem or question is ...

☐ Urgent ☐ Not Urgent

☐ Routine Reply OK

☐ See me on your next store visit—
I'm off on _____

☐ URGENT please call
(phone) _____

(date) _____

☐ Visit our store as soon as possible

FOR RCIU USE ONLY

TO: _____

Call made by _____

Date _____

Information Mailed _____

Visit Scheduled for _____

Problem settled _____

By _____

FACTS, AND BRIEF DESCRIPTION OF PROBLEM, OR INFORMATION REQUESTED FOR

- ☐ Withdrawal card needed
want to be involved in my Local Union through:
☐ Active Ballot Club
☐ Organizing Committee
☐ Community Relations Committee

Member's Name _____

Home Address _____

City _____ State _____ Zip Code _____

Store Address _____ City _____

MEMBERS INFORMATION and ACTION FORM

Non-Profit Org.
U.S. Postage
PAID
Norfolk, Va.
Permit No. 2310

BUSINESS REPLY MAIL

NO POSTAGE STAMP NECESSARY IF MAILED IN THE UNITED STATES

POSTAGE WILL BE PAID BY

RETAIL CLERKS UNION LOCAL 278
1401 Peters Creek Road N.W.
Roanoke, Virginia 24017



6847

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

SEPT
January 23, 1981

Secretary-Treasurer
United Food and Commercial Workers
International Union, local #278
1401 Peters Creek Road, Northwest
Roanoke, Virginia 24017

FEB 10 1981

Respondent:

We now have on file a copy of your collective bargaining agreement(s): between your union's local 278 and the Retail Food Stores throughout the Roanoke area. The agreement we now have, expired May ~~1978~~ 1981.

We would appreciate your sending us the following information to complete our files:

A copy of your ^{NEW} ~~current~~ union agreement, or
~~memorandum of understanding, along with the~~
Approximate number of employees covered: 2,700.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner